

## MANWELL &amp; WES

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June 25, 1990

0-176A045

RECORDATION NO.

FILED 1425

Honorable Noreta R. McGee  
Secretary

JUN 25 1990 2:15 PM

Interstate Commerce Commission INTERSTATE COMMERCE COMMISSION  
Washington, D.C. 20423*10.00 filing fee**Mrs. Lee -*

Dear Ms. McGee:

*Need a separate letter + a  
separate fee receipt for this one.*

On behalf of the First National Bank of Boston, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, two (2) originally executed counterparts of a document, entitled Partial Termination of Security Agreement, executed as of June 22, 1990, which should be included as part of the filing recorded on January 18, 1989 at 10:55 a.m., Recordation No. 16168.

*this one**is  
16168-K*

The executing party to the enclosed Partial Termination is:

The First National Bank of Boston - Secured Party  
100 Federal Street  
Boston, Massachusetts 02106

The Termination, among other things, terminates the security interest of the Secured Party in the boxcars, coil steel cars and locomotives listed in Exhibit A to the Termination.

The equipment covered is listed in Exhibit A to the Termination.

A short summary of the document to appear in the ICC Index is as follows:

"Partial Termination of Security Interest."

JUN 25 2 06 PM '90  
MOTOR OPERATING UNIT

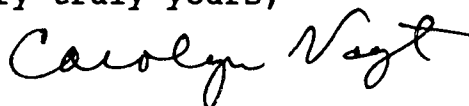
*Claremont  
Phonetic Index*

MANWELL & WES

Honorable Noreta R. McGee  
June 25, 1990  
Page Two

Enclosed is a check in the amount of fifteen dollars (\$15.00) in payment of the filing fee. Once the filing has been made, please return to bearer the stamped counterpart of the Partial Termination, together with the fee receipt, the letter from the ICC acknowledging the filing, and the two extra copies of this transmittal letter.

Very truly yours,

A handwritten signature in cursive script, reading "Carolyn Vogt". The signature is written in dark ink and is positioned above the printed name.

Carolyn Owens Vogt

COV:sml  
Encl.

**Interstate Commerce Commission**  
Washington, D.C. 20423

6/25/90

OFFICE OF THE SECRETARY

Carolyn Owens Vogt  
Manwell & Wes  
Citicorp Center  
One Sansome Street 14th Fl.  
San Francisco, Calif. 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 5/25/90 at 2:15pm and assigned recordation number(s). 16168-K

Sincerely yours,



Noreta R. McGee  
Secretary

Enclosure(s)

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RECORDATION NO. 16168-K  
FILED 1425

**PARTIAL TERMINATION OF  
SECURITY AGREEMENT**

JUN 25 1990 -2:15 PM

INTERSTATE COMMERCE COMMISSION

THIS PARTIAL TERMINATION OF SECURITY AGREEMENT, dated as of June 21, 1990, by The First National Bank of Boston, a national banking association, as Trustee (the "Bank"), for the benefit of Helm Financial Corporation, a California corporation ("Helm").

1. Recitals. Helm purchased fourteen (14) boxcars on January 2, 1990 and purchased eight (8) GP38-2 Locomotives and twenty (20) Coil Steel cars on March 15, 1990 from Greyhound Financial Corporation bearing marks as listed on Exhibit A attached hereto (the "Equipment"). Helm has granted a blanket security interest in all of its assets now owned or hereafter acquired (the "Collateral"), to the Bank upon the terms and conditions provided in that certain Security Agreement, dated as of January 17, 1989, between Helm and the Bank (the "Security Agreement") and filed at the Interstate Commerce Commission ("ICC") under Recordation No. 16168 filed on January 18, 1989 at 10:55 a.m.

Helm has sold the Equipment on March 15, 1990 to the Grand Trunk Western Railroad Company as permitted by the Security Agreement and therefore desires to remove any lien or security interest of the Bank. Pursuant to the terms of the Security Agreement, the Bank and Helm desire to terminate the Bank's security interest in the Equipment.

2. Termination of Security Interest. The Bank's security interest in the Equipment shall be and is hereby terminated upon the filing of this Partial Termination with the ICC and all of the Bank's right, title and interest in and to the Equipment shall and has become null and void.

This Release shall have no effect on the Bank's security interest in and lien on any Collateral other than the Equipment and said security interest in and lien on such other Collateral is hereby reaffirmed.

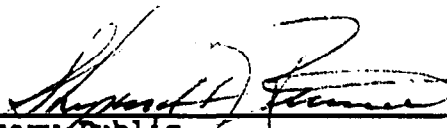
IN WITNESS WHEREOF, the Bank, pursuant to due authority, has executed this Partial Termination of Security Agreement as of the date first above written.

**THE FIRST NATIONAL BANK OF BOSTON**

By: [Signature]  
Title: Vice President

. STATE OF MASSACHUSETTS     )  
                                      ) ss.  
COUNTY OF SUFFOLK            )

On this 21st day of JUNE, 1990, before me,  
personally appeared DANIEL O'CONNOR to me personally  
known, who being by me duly sworn, says that he is a VICE  
PRESIDENT of The First National Bank of Boston said  
instrument was signed on behalf of said association by authority  
of its Board of Directors; and he acknowledged that the execution  
of the foregoing instrument was the free act and deed of said as-  
sociation.

  
Notary Public

My Commission Expires: 3-23-95

**Exhibit A**

**DESCRIPTION OF EQUIPMENT**

**DESCRIPTION**

**UNIT NUMBERS**

Fourteen (14) Pullman-Standard  
100-ton 60'9" boxcars

DT&I 25950, 25952 through  
25955, 25957, 25962 and  
25964; GTW 125951 and  
125956

Twenty (20) United States Railway  
Equipment Co. 100-ton 48' coil  
steel cars

DT&I 1375 to 1394

Eight (8) General Motors  
Electro-Motive Model GP38-2  
2000 horsepower diesel-electric  
locomotives

DT&I 221-227 and  
DT&I 1776

cov:j b:C:\HELM\PARTTERM.AGR